

LAW OFFICES
OF
DONALD KENNETH ANDERSON, JR.
8011 CLAYTON ROAD
ST. LOUIS, MISSOURI 63117

(314) 727-7100

(314) 727-4762

April 30, 1999

Mr. Vernon A. Williams
Secretary

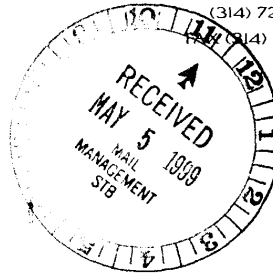
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO.

18912-E
FILED

MAY 5 '99

11-00AM



Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Satisfaction of Lien dated February 15, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a Satisfaction of Lien and relates to the Security Agreement and Pledge Agreement recorded with the Board on July 18, 1996 under Recordation Number 18912 - A, B, C

The name and address of the parties to the enclosed document are:

Secured Parties:

Edmund J. Boyce, Jr.
Donald Kenneth Anderson, Jr.
30 Fordyce Lane
St. Louis, MO 63124

Assignee:

Mercantile Bank National Association
Successor-In-Interest to Mark Twain Bank
12375 St. Charles Rock Road
Bridgeton, MO 63044

A description of the collateral to be released from lien is set forth in the enclosed Security Agreement.

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.
Thank you.

Very truly yours,

Donald Kenneth Anderson, Jr.

SATISFACTION OF LIEN

RECORDATION NO. 18912-E FILED

DEBTOR: ST. LOUIS CAR COMPANY

MAY 5 '99 11-00AM

SECURED PART: EDMUND J. BOYCE, JR. & DONALD KENNETH ANDERSON, JR

ASSIGNEE: MERCANTILE BANK NATIONAL ASSOCIATION, THE SUCESSOR-IN-INTEREST TO MARK TWAIN BANK

SECURITY AGREEMENT DESCRIPTION:

DATE: MAY 27, 1994
RECORDED: JULY 18, 1994
PLACE OF RECORDATION: INTERSTATE COMMERCE COMMISSION
RECORDATION NUMBER: 18912
TIME: 2:30 P.M.

COLLATERAL TO BE RELEASED FROM LIEN OF THE ABOVE DESCRIBED SECURITY AGREEMENT:

DATE OF THIS SATISFACTION:
WITNESS THE EXECUTION HEREOF THIS 15th DAY February 1999.

BY: [Signature]

STATE OF
COUNTY OF

ON THIS 15th DAY OF February, 1999 BEFORE ME APPEARED
Fred C. Dyer III

TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT SHE/HE IS THE Vice President OF MERCANTILE BANK NATIONAL ASSOCIATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION, BY AUTHORITY OF ITS BOARD OF DIRECTORS AND SAID _____ ACKNOWLEDGE SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID THE DAY AND YEAR FIRST ABOVE WRITTEN.

Kay M. Baker
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/02/02

KAY M. BAKER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 2, 2002

SECURITY AGREEMENT

DATE May 28 1994

DEBTOR	ST. LOUIS CAR COMPANY	SECURED PARTY	Edmund J. Boyce, Jr. Donald Kenneth Anderson, Jr.
BUSINESS OR RESIDENCE ADDRESS	222 SOUTH CENTRAL, SUITE 800	ADDRESS	(EJB) 222 So. Central, Suite 800 (DKA) 8011 Clayton Road
CITY, STATE & ZIP CODE	CLAYTON, MISSOURI 63105	CITY, STATE & ZIP CODE	(EJB) Clayton, Missouri 63105 (DKA) St. Louis, Missouri 63117

1. **Security Interest and Collateral.** To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several, all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"). Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

(a) INVENTORY:

☐ All inventory of Debtor, whether now owned or hereafter acquired and wherever located;

(b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:

☐ All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).

☐ All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. This real estate concerned with the above described crops growing or to be grown is:

and the name of the record owner is:

☒ The following goods or types of goods: Alaska Coach 5443, Ex-U.P. Coach 5443, Pullman Built 1950; Alaska Coach 5441, Ex-U.P. Coach 5441, Pullman Built 1950; Alaska Coach 5403, Ex-U.P. Coach 5403, Pullman Built 1950; 1954 Ex-Union Pacific Dome Coach 7004/7008, Make American Car and Foundry, Named Mark Twain Lake

(c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:

☐ Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable

☐

(d) GENERAL INTANGIBLES:

☐ All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

2. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees that:

(a) Debtor is ☐ an individual, ☐ a partnership, ☒ a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.

(b) The Collateral will be used primarily for ☐ personal, family or household purposes; ☐ farming operations; ☒ business purposes.

(c) ☐ If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is:

and the name of the record owner is:

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(d) Debtor's chief executive office is located at _____ or, if left blank, at the address of Debtor shown at the beginning of this Agreement

JUL 1 8 1994 2 30 PM

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON PAGE 2 OF THIS DOCUMENT, ALL OF WHICH ARE MADE A PART HEREOF.

Edmund J. Boyce, Jr.
Donald Kenneth Anderson, Jr.

ST. LOUIS CAR COMPANY
By _____
Title: Chairman of the Board

By _____
Title: _____

**MARK
TWAIN
BANKS**

MARK TWAIN BANKS

Mark Twain Operations Center
9321 Olive Boulevard
St. Louis, Missouri 63132-3220
Telephone: 314-994-4800

DATE: July 29, 1994

Interstate Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

attn: Tal edia Stokes
Room 2303

Dear Tal edia:

I am returning the recorded documents as requested with a separate cover letter for each recordation. A \$30.00 check is enclosed to cover the remaining charges.

Please accept this as a transmittal letter of instruction on:

DESCRIPTION OF RAILCAR - See Attachment for complete description

Enclosed are the following documents in duplicate form:

Promissory Note - \$245,782.40
Security Agreement and Addendum
ICC Financing Statement Agreement

The Promissory Note and Security Agreement and Addendum are between two parties:


DEBTOR: St. Louis Car Company
222 S. Central, Ste. 800
Clayton, MO 63105

SECURED PARTY: Edmund J. Boyce, Jr.
Donald Kenneth Anderson, Jr.
222 S. Central, Ste. 800
Clayton, MO 63166

The ICC Financing Statement Agreement are between the Debtor and Secured Party mentioned above and:

ASSIGNEE: MARK TWAIN BANK
P.O. BOX 66911
ST. LOUIS, MO 63166

Please properly record documents, keeping certificated copy for your files and returning the original documents to the Mark Twain Bank by certified mail. All forms are notarized as requested.

Sincerely,

MARK TWAIN BANK

ICCLTR.1

RECORDATION NO. **18912** FILED 1025

JUL 1 8 1994 -2 30 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. **18912-A, B, C** FILED 1025

JUL 1 8 1994 -2 30 PM

INTERSTATE COMMERCE COMMISSION

ATTACHMENT TO LETTER

RAILCARS : Alaska Coach #5437, Ex-U.P. Coach 5437, Pullman Built 1950;

Alaska Coach #5443, Ex-U.P. Coach 5443, Pullman Built 1950;

Alaska Coach #5441, Ex-U.P. Coach 5441, Pullman Built 1950;

Alaska Coach #5403, Ex-U.P. Coach 5403, Pullman Built 1950;

1954 Ex-Union Pacific Dome Coach, 7004/7008, Make; American Car and Foundry, Named Mark Twain Lake

AS LISTED ON SECURITY AGREEMENT DATED MAY 27,1994 ATTACHED TO THE \$245,782.40 NOTE.

18912
CORPORATION NO. FILED 1425

JUL 1 8 1994 -2 30 PM

MARK TWAIN BANK

INTERSTATE COMMERCE COMMISSION

CERTIFICATE OF VICE PRESIDENT

The undersigned, John J. Weber, Vice President of Mark Twain Bank, a banking association duly organized and existing under the laws of the State of Missouri, hereby certifies that the attached are true and correct copies of the exact originals.

MARK TWAIN BANK

BY: 

John J. Weber
Vice President

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 1st day of June, 1994, before me appeared John J. Weber to me personally known, who, being by me duly sworn, did say that he is the Vice President of Mark Twain Bank, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.


Notary Public

My term expires:



MARY SUE DOHR, NOTARY PUBLIC
St. Louis County, State of Missouri
My Commission Expires Oct. 13, 1997

18912-A, B, C

RECORDATION NO. FILED 1425

JUL 1 8 1994 -2 30 PM

INTERSTATE COMMERCE COMMISSION

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("Agreement"), dated as of May 27, 1994, made by EDMUND J. BOYCE, JR. and DONALD KENNETH ANDERSON, JR. (collectively, the "Pledgors"), to MARK TWAIN BANK (the "Bank").

PRELIMINARY STATEMENTS:

- (1) The Pledgors are the owners of the indebtedness (the "Pledged Debt") described on Schedule I hereto owing from the obligors named therein.
- (2) Pledgors are jointly and severally obligated to the Bank pursuant to the terms of those certain Promissory Notes of the Pledgors, each dated as of May 27, 1994, one being in the original principal amount of \$245,782.40 and another in the original principal amount of \$593,363.24 (as amended or otherwise modified from time to time, being collectively the "Notes").
- (3) The Bank has required the Pledgors to execute this Agreement to grant to the Bank a security interest in the Pledged Debt as a condition to the extension of credit evidenced by the Notes.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to extend credit to Pledgors under the Notes, the Pledgors hereby jointly and severally agree as follows:

SECTION 1. Pledge. The Pledgors hereby jointly and severally pledge, assign and grant to the Bank a security interest in, the following (the "Pledged Collateral"):

- (i) the Pledged Debt and the instruments evidencing the Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;
- (ii) all additional indebtedness from time to time owed to a Pledgor by any obligor of the Pledged Debt and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

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RECORDATION NO. 18912-C FILE 1425

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INTERNATIONAL COMMERCIAL BANK

(iii) all of the rights and interests of Pledgors under those certain Security Agreements of the obligor of the Pledged Debt to the Pledgors dated as of May 27, 1994, which secure the payment of the Pledged Debt.

SECTION 2. Security for Obligations. This Agreement secures the payment of all obligations of the Pledgors to Bank now or hereafter existing under the Notes, whether for principal, interest, fees, expenses or otherwise, and all obligations of the Pledgors now or hereafter existing under this Agreement (all such obligations of Pledgors being the "Obligations").

SECTION 3. Delivery of Pledged Collateral. All instruments representing or evidencing the Pledged Collateral shall be delivered to and held by Bank pursuant hereto and shall be endorsed by each Pledgor to Bank's order.

SECTION 4. Representations and Warranties. Pledgors represent and warrant as follows:

(a) Pledgors are the legal and beneficial owner of the Pledged Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement.

(b) The pledge of the Pledged Debt pursuant to this Agreement creates a valid and perfected first priority security interest in the Pledged Collateral, securing the payment of the Obligations.

(c) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the pledge by any Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by any Pledgor or for the exercise by the Bank of the remedies in respect of the Pledged Collateral pursuant to this Agreement or the Notes (except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally).

(d) The Pledged Debt constitutes all of the outstanding indebtedness for money borrowed or for the deferred purchase price of property of the respective obligors thereof held by Pledgors.

SECTION 5. Further Assurances. Each Pledgor agrees that at any time and from time to time, at the expense of the Pledgors, such Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Bank may request, in order

to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral.

SECTION 6. Payments. All payments, whether interest, principal or otherwise, that are received by any Pledgor in respect of the Pledged Collateral shall be received in trust for the benefit of the Bank, shall be segregated from other funds of any Pledgor and shall be forthwith paid over to the Bank as Pledged Collateral in the same form as so received (with any necessary indorsement). Any payments on account of the Pledged Collateral may be held by the Bank and/or applied by the Bank to the Obligations at any time and from time to time and in any manner that the Bank elects, whether or not any Obligation is then due and owing.

SECTION 7. Transfers and Other Liens. Each Pledgor agrees that he will not (i) sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or (ii) create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Pledged Collateral, except for the security interest under this Agreement.

SECTION 8. Bank Appointed Attorney-in-Fact. Each Pledgor hereby appoints the Bank such Pledgor's attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in the Bank's discretion to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to receive, indorse and collect all instruments made payable to any Pledgor representing any interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, (ii) to demand, sue for and receive all moneys due with respect to the Pledged Debt, and (iii) upon the occurrence of an event of default hereunder or under any Note, modify or amend any document, instrument or agreement relating to the Pledged Collateral.

SECTION 9. Bank May Perform. If the Pledgors fail to perform any agreement contained herein, the Bank may itself perform, or cause performance of, such agreement, and the expenses of the Bank incurred in connection therewith shall be payable by the Pledgors under Section 12.

SECTION 10. Reasonable Care. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged

Collateral is accorded treatment substantially equal to that which the Bank accords its own property, it being understood that the Bank shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.

SECTION 11. Remedies Upon Default. If any event of default shall have occurred and be continuing hereunder or under any Note:

(a) The Bank may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Bank on default under the Uniform Commercial Code (the "Code") in effect in the State of Missouri at that time, and the Bank may also, without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Pledgors agree that, to the extent notice of sale shall be required by law, ten (10) days' notice to the Pledgors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. With respect to any of the Pledged Collateral that consists of securities not registered under the securities laws of the United States or any state, the Pledgors agree that it shall be commercially reasonable for the Bank to sell the Pledged Collateral to a buyer who will represent that he is purchasing solely for investment and not with a view to the resale or distribution of such securities, or in such other manner as counsel for the Bank may require to comply with applicable securities laws.

(b) Any cash held by the Bank as Pledged Collateral and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Pledged Collateral may, in the discretion of the Bank, be held by the Bank as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Bank pursuant to Section 12) in whole or in part by the Bank against, all or any part of the Obligations in such order as the Bank shall elect. Any surplus of such cash or cash proceeds held by the Bank and

remaining after payment in full of all the Obligations shall be paid over to the Pledgors or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 12. Expenses. The Pledgors will upon demand pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Bank may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Bank hereunder or (iv) the failure by any Pledgor to perform or observe any of the provisions hereof.

SECTION 13. Amendments, Waiver. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic communication) and, if to Pledgors, mailed or telegraphed or delivered to them, addressed as follows, to Edmund J. Boyce, Jr., at 222 So. Central, Suite 800, Clayton, Missouri 63105 and to Donald Kenneth Anderson, Jr., at 8011 Clayton Avenue, St. Louis, Missouri 63177; if to the Bank, mailed or delivered to it, addressed to it at its address specified in the Notes; or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed or telegraphed, respectively, be effective when deposited in the mails or delivered to the telegraph company, respectively, addressed as aforesaid.

SECTION 15. Continuing Security Interest; Transfer of Notes. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until payment in full (after termination of the Notes) of the Obligations, (ii) be binding upon Pledgors and their respective heirs, representatives, successors and assigns, and (iii) inure to the benefit of the Bank and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Bank may assign or otherwise transfer any Note to any other person or entity, and such person or entity shall thereupon become vested with the benefits in respect thereof granted to the Bank herein or otherwise. Upon the payment in full (after termination of the Notes) of the

SCHEDULE I

Attached to and forming a part of that certain Pledge Agreement dated as of May 27, 1994, by Edmund J. Boyce, Jr. and Donald Kenneth Anderson, Jr., as Pledgors, to Mark Twain Bank.

Description of Pledged Debt

<u>Obligor</u>	<u>Current Principal Balance</u>	<u>Date</u>	<u>Due Date</u>
St. Louis Car Company	\$245,782.40	5/ <u>27</u> /94	Demand
St. Louis Car Company	\$593,363.24	5/ <u>27</u> /94	11/5/96

State of Missouri

County of St. Louis

On this 27th day of May, 1994, before me personally appeared Edmund J. Boyce, Jr. and Donald Kenneth Anderson, Jr. to be known to be the persons described in and who executed the foregoing statement, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

CHRISTINE A. HATCH
NOTARY PUBLIC-STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES

Christine A. Hatch
Notary Public

My term expires: MAY 12, 1995

STATE OF Missouri

COUNTY OF St. Louis

On this 27th day of May, 1994, before me appeared
to me personally known, who, being by me duly sworn, did say
that he is the of Mark Twain Bank, a corporation of the
State of Missouri, and that the seal affixed to the foregoing
instrument is the corporate seal of said corporation or that said
corporation has no corporate seal, and that said instrument was
signed and sealed on behalf of said corporation by authority of its
board of directors, and said person acknowledged said instrument to
be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal in the County and State aforesaid on the day and
year first above written.

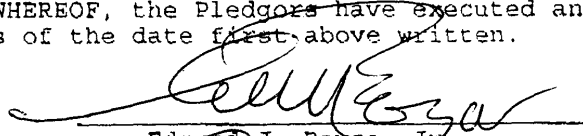
Notary Public

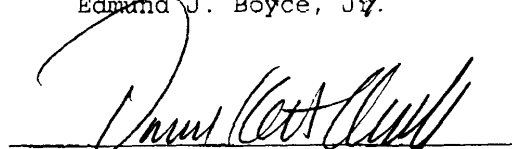
My term expires:

Obligations, the Pledgors shall be entitled to the return, upon its request and at their expense, of such of the Pledged Collateral as shall not have been otherwise applied pursuant to the terms hereof.

SECTION 17. Governing Law: Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Unless otherwise defined herein or in the Notes, terms defined in Article 9 of the Uniform Commercial Code in the State of Missouri are used herein as therein defined.

IN WITNESS WHEREOF, the Pledgors have executed and delivered this Agreement as of the date first above written.


Edmund J. Boyce, Jr.


Donald Kenneth Anderson, Jr.

MARK TWAIN BANK

BY: _____